

U.S. Department of Justice
Washington, DC 20530

OMB No. 1124-0004; Expires May 31, 2020

Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Cogent Strategies LLC	2. Registration No. 6502
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3. Name of Foreign Principal Democratic Party of Moldova

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See attached copy of written agreement.

FORM NSD-4
Revised 05/17

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Public affairs services to be provided may include, but are not limited to, research and analysis of priority issues; counseling the principal on geopolitical affairs of concern; developing and distributing collateral materials including a monthly newsletter; identifying opportunities to highlight important news events in the US-Moldova bilateral relationship to relevant audiences, and conducting outreach to members of the media and non-governmental organizations as needed.

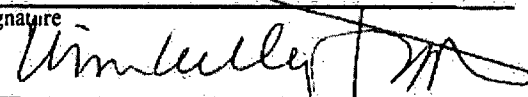
9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

All activities will be undertaken in order to communicate information about the principal and its issues of concern to interested parties in the public sector. At the request of the principal, meetings with members of the media and non-governmental organizations may be arranged.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
7-24-18	Kimberley Fritts, CEO	

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

COGENT

July 18, 2018

Democratic Party of Moldova
32 Tighina Street, MD-2001
Chisinau, Republic of Moldova

This letter agreement confirms the arrangements regarding the work Cogent Strategies LLC ("Cogent") will perform on behalf of the Democratic Party of Moldova ("DPM").

Summary and Terms of Representation

1. **Services.** As permitted by applicable United States laws and regulations, Cogent shall provide DPM with public affairs representation and any other services as the parties mutually agree.
2. **Fees.** For all public affairs services rendered by the firm, DPM shall pay Cogent a total fee of \$30,000 payable in 2 installments of \$15,000. The first installment payment is due upon execution of this agreement and Cogent will not commence its services until that payment is received. The second installment payment is due on October 1, 2018. Payment information is as follows:

Bank Name: Chain Bridge Bank
Account Name: Cogent Strategies LLC

Remittance to: cferrefra@kogent-strategies.com

3. **Administrative Fees.** In addition to the fees described in Section 2, Cogent shall also assess DPM a 3% administrative fee to cover general expenses such as local travel, long distance telephone charges, usage of Cogent's knowledge and technology resources, and usage of Cogent's subscriptions to news and business information resources. Other out-of-pocket expenses such as international or long-distance travel (including airfare, meals and accommodations), international wire fees, international conference calls, courier, shipping and the like are billed to DPM, at cost, as incurred. Cogent reserves the right to require prepayment for significant expenses prior to those costs being incurred. All expenses greater than \$1,000 should be preapproved by DPM prior to being incurred.
4. **Payment Terms.** After the initial payment due upon execution of this agreement, Cogent shall invoice DPM quarterly, in advance, with payment due within 30 days of DPM's receipt of the invoice. Should an invoice be outstanding more than 30 days past its due date, Cogent will cease all services until all outstanding invoices are paid in full. All invoices outstanding more than 60 days will incur the lower of a 1.5% or the highest legally permissible interest charge per month.
5. **Term.** The term of this agreement runs from July 1, 2018 through December 31, 2018. During the term of this agreement, either party may terminate this agreement with 60 days' prior written notice. If this agreement is terminated by Cogent, Cogent shall reimburse DPM on a pro rata basis for any prepaid fees beyond the date of termination.

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6. **Compliance with Foreign Agents Registration Act and Other Applicable Laws.**
 - a. Cogent and DPM shall comply with any and all restrictions and requirements of the Foreign Agents Registration Act, and other applicable laws and regulations of the United States.
 - b. DPM represents and warrants that it has supplied Cogent with accurate and complete information concerning its operations, objectives, and personnel, recognizing that Cogent may be required to complete and file public disclosure forms in connection with this engagement. DPM agrees that it will immediately notify Cogent in the event of any changes to this information.
7. **Confidential Information.** Cogent will use all permissible efforts to protect privileged communications or other confidential information developed by Cogent or provided to Cogent during the course of Cogent's provision of services described above.
8. **Intellectual Property Rights.** DPM recognizes that Cogent brings to this agreement pre-existing know-how, skill, techniques, trade secrets, knowledge, methods, forms, designs, and other intellectual property and materials (the "Pre-Existing Materials") to assist Cogent in the performance of the services under this agreement. DPM acknowledges that these Pre-Existing Materials are and will remain the sole and exclusive property of Cogent.
9. **Nonsolicitation.** During the term of this agreement and for six months after termination or expiration of this agreement, DPM shall not hire or solicit to hire as an employee or independent contractor, any person currently employed or engaged by Cogent who provides any services to DPM during the term of this agreement without the prior written consent of Cogent.
10. **Limitation on Damages.** Cogent is not liable to DPM for any special, incidental, indirect, punitive, or consequential loss or damage of any nature, arising at any time or from any cause.
11. **Costs of Fee Dispute.** If disputes related to payment of fees or expenses occur and result in legal fees or costs for Cogent, DPM shall pay actual and reasonable legal fees and costs incurred by Cogent in connection with the successful collection of fees and expenses.
12. **Costs of Other Proceedings.** If litigation or other proceedings arise regarding services performed by Cogent for DPM under this agreement, and Cogent is subpoenaed or otherwise requested to testify, disclose documents and materials, or otherwise participate in the proceeding, DPM shall pay for Cogent's reasonable legal fees and costs. This obligation is limited to litigation or other proceedings where DPM is a named party to the litigation or other proceedings, and Cogent is not a named party. This Section survives the termination or expiration of this agreement.
13. **Entire Agreement.** This agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior written and oral and all contemporaneous oral agreements and understandings with respect to the its subject matter.
14. **Modifications and Amendments.** No purported modification of or amendment to this agreement is effective unless it is in writing and signed by or on behalf of the parties.

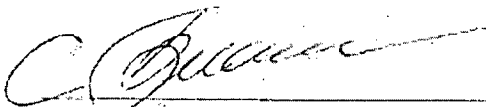
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COGENT

15. **Assignment.** A party's attempted assignment of this agreement, whether directly, by change in control, or by operation of law, is ineffective unless effected with the other party's written consent.
16. **Severability.** If any provision of this agreement is held to be illegal, invalid, or unenforceable and if that provision cannot be modified to make it enforceable, that provision is ineffective to the extent of its illegality, invalidity, or unenforceability only and the remaining provisions remain in full force and effect if the purposes of this agreement can still be achieved.
17. **Governing Law and Jurisdiction.** This agreement is governed by the laws of the District of Columbia without regard to its choice- or conflicts-of-law principles. Each party irrevocably submits for all purposes in connection with this agreement to the exclusive jurisdiction of the courts of the District of Columbia.

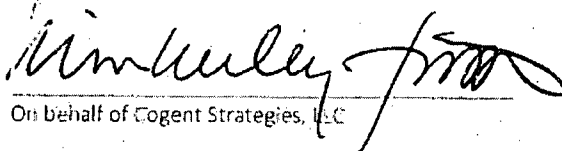
AGREED TO:



On behalf of the Democratic Party of Moldova

18 07. 2018

Date



On behalf of Cogent Strategies, LLC

24-7-18

Date

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2550 M Street NW | 6th Floor | Washington, DC 20037